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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Washington Conference.

WE CANNOT let the occasion of the opening of the Washington Conference pass without joining in the universal expression of goodwill for its success. Mr. HARVEY, the American Ambassador, at the dinner given on 31st October by the Pilgrims to the British delegates—of whom, however, only Mr. BALFOUR was able to attend—gave a graphic account of the receipt by Mr. LLOYD GEORGE of the cablegram from the President of the United States offering the Conference, which Mr. HARVEY handed to him at The Chequers one Sunday afternoon last July: "We accept; we accept gladly, we accept gratefully. We will do everything in our power to make the Conference a great success." In the absence of the Prime Minister, Mr. BALFOUR will be the head of the British delegation, and at the same dinner he spoke with confidence of the result of the Conference, for which the main problem was disarmament. The evil of armaments was not, he said, going to be removed as with the knife of the surgeon; but that did not mean that they would not make and were not going to make in the immediate future a great step forward.

The Conference and the League of Nations.

TO THE SAME effect have been the recent speeches of other eminent statesmen and publicists. On 23rd October, at Birmingham, Viscount GREY referred to the positions of the League of Nations and the Conference. He did not look on the Conference in the least as a rival of the League of Nations. "I look upon it as a co-operating power, and I am quite convinced of this, that though the United States did not, for reasons of its own, become a member of the League of Nations, the United States Government, in summoning this Washington Conference is summoning it with absolute sincerity, simplicity and singleness of mind, with a desire to promote world peace and the diminution of armaments." On 27th October Lord BRYCE, who had just returned from the United States, asked why America and Great Britain should build navies against one another on the ocean any more than on the Great Lakes, where for 104 years neither country had had any vessels of war. It

was, he said, in the honest co-operation of the English-speaking peoples over the world, in the influence upon other nations of their ideals and their example, that the best hope lay for the pacification and progress of mankind. In conclusion we may refer to the debate in the House of Commons on the 4th inst., where, with no dissentient voice, the warmest wishes were expressed for the success of the Conference. The Conference, said Sir DONALD MACLEAN, is no rival to the League of Nations; it is complementary to it, and in her own way America is determined to discharge her share to the full in the great effort in which other nations are engaged. Incidentally we may note that the British delegation includes, in the delegate for New Zealand, Sir JOHN SALMOND, a lawyer who has attained to the front rank as a writer on jurisprudence and law.

A Ministry of Justice.

WE DO NOT propose to depart at present from the attitude of reticence on the question of a Ministry of Justice which we adopted last week. If, as Lord BIRKENHEAD said in his letter to *The Times* of the 3rd inst., he is going to set out in print his reasons against such a Ministry, we can wait until they are published. But he dealt with the matter in his speech at the Guildhall Banquet on Wednesday—we reproduce the speech elsewhere from *The Times*—and it will be convenient if we note also for future reference the letters to *The Times* of Lord HALDANE (4th inst.) and Sir FREDERICK POLLOCK (7th inst.). Lord BIRKENHEAD appears to be under the impression that it is part of the proposal that the appointment of judges shall be taken from the Lord Chancellor. The proposal, of course, may have been made in different forms, but Lord HALDANE points out that in the Machinery of Government Report for 1918 there was no suggestion of altering the status of the Lord Chancellor's office. "He is," says Lord HALDANE, "required as the supreme constitutional and legal adviser of the Government; for the appointment of judges; as their head; and for other duties." Surely a sufficient list of functions even for a Lord Chancellor keen on the duties of his office. Sir FREDERICK POLLOCK in his letter recognizes that there are two departments of Justice—the general control and superintendence of the judicial system, and the executive and administrative machinery of Justice as part of the Civil Service, and he essays to point out what are the real issues indicated by Lord BIRKENHEAD and Lord HALDANE. We do not propose to do more than place on record these contributions to a discussion which promises to assume more vitality than it has hitherto possessed. But—to make a practical point—is the Lord Chancellor as our present Minister of Justice content that a charge of murder, as in a recent well-known case, should stand over from July to October, the accused being in detention and the evidence getting more indistinct all the time? In the particular case—that of HAROLD JONES—no particular harm, as things turned out, was done; but clearly the system is to blame, and this is a matter which a Minister of Justice would be expected to see to.

Judges' Salaries.

IT WAS NO doubt a welcome incident in the Banquet to the Judges who were present, that the Lord Chancellor intimated that the question of the increase of judicial salaries was being seriously considered. There have been intimations of that kind before. Lord BIRKENHEAD in the third of his Articles in the *Times* last December on legal reform (17th Dec. 1920), said that it would be necessary at no distant date to reconsider the salaries at present paid to the judges in the Court of Appeal and the High Court. Judges, he pointed out, must be above financial care, and the office must be so remunerated as to secure the services of barristers in the first rank. Rise in prices and a crushing income tax have dealt with judges as with ordinary folk, but, said Lord BIRKENHEAD, a judge has no means of increasing his income, and but scant means of reducing his expenditure. The question was also discussed in the House of Commons last April on the motion for the appointment of an additional judge to the King's Bench Division, and it should now be capable of settlement. In the United States a kindly constitution forbids the taxing of judicial salaries. Here judges have received no such increase as has been accorded to all other civil servants—to some on a very lavish scale—except Cabinet Ministers, and they have to bear income tax, and also super-tax levied, as Lord WRENBURY has told us, in an improper manner.

The Gaming Bill.

THE GAMING BILL, which is intended to get rid of the effect of the decision of the House of Lords in *Sutters* v. *Briggs* (66 S.J. Rep. 9), has passed the House of Lords, but not without receiving two important amendments. As introduced, it addition to repealing s. 2 of the Act of 1835, it provided that no action for the recovery of any money under that section commenced on or after 25th October, should be entertained by any court. This retrospective legislation was objected to by Lord SUMNER and the provision was struck out, leaving only the repeal of s. 2. Then Lord MUIR MACKENZIE procured the addition of a provision that no person acting in a representative or fiduciary capacity should be under any obligation to enforce claims arising under the section before the passing of the present measure, and in this form it was sent to the House of Commons. As to its fate there no announcement has been made, but it would be singular if a measure connected with transactions which, to say the least, the law discourages, should have precedence over valuable pieces of legislation with which Parliament decline to deal in the recent short session. Whether persons who make a business of betting are entitled to special legislative consideration is open to question.

Protection of Mortgagors under the Rent Restriction Act.

A POINT WHICH has long been the subject of doubt has just been settled by Mr. Justice SARGANT in *Woodefield* v. *Bond* (reported elsewhere). An occupying mortgagor, protected by the provisions of the Rent Restriction Act, 1920, received notice to pay off the mortgage debt, which, in due course, was followed by a notice to quit. The mortgagee advertised the premises for sale by auction, and the mortgagor took proceedings claiming an injunction to restrain the sale and to protect her possession of the property. The real point at issue was whether or not a mortgagor in occupation, who occupies a dwelling-house otherwise within the protection of the Rent Restriction Acts, is to be deemed "a tenant" within the meaning of s. 5, so that the premises cannot be recovered except in the well-known cases allowed by that section. This turns on whether or not the premises are "let" within the meaning of s. 12. The word "let" has been given a very extended meaning: *Ryder* v. *Rollit* (1920, W.N. 223), but has not hitherto been extended to the position arising in law when a mortgagor remains in occupation. But such a mortgagor is in law a "tenant-at-will," and there seems no reason to refuse him the statutory protection. And this was the view Mr. Justice SARGANT actually took.

Involuntary Alienation and the Treaty of Peace.

AN INTERESTING point as to forfeiture of a legacy came before ASTBURY, J., in *Re Biedermann, Best* v. *Wertheim* (1921, W.N. 308). A testator, making his will long before the war, gave to a legatee an annuity subject to forfeiture in the event of his "voluntarily or involuntarily alienating or encumbering or attempting or affecting to alienate or encumber the same or any part thereof." In August, 1914, the testator died. The annuitant was an Austrian subject resident in Vienna when the Treaty of Peace (Austria) Order, 1920, transferred his property in England to the Custodian of Enemy Property under that Order to be dealt with as provided therein. The question was whether this was an "involuntary" alienation or encumbrance of the annuity such as would cause the shifting use to operate under the will. It was agreed that accumulations up to the date of that Order, 16th July, 1920, went to the Custodian; that has

already been decided by *In re Levinstein* (1921, 2 Ch. 251). But the residuary legatees naturally claimed that the transfer, like an act of bankruptcy, was an "involuntary" alienation, and forfeited the annuity. The learned judge, however, took a very ingenious view. He held that in 1911, when the testator drafted his will, and in 1914, when he died, the testator could at neither of those dates have contemplated the peculiar post-war mode of settling international private debts adopted by the Treaty of Peace Orders. He could not, therefore, have had such alienation in mind when he talked of "involuntary alienations." The annuity, therefore, was not forfeited, but went to the Custodian or Administrator of Austrian property.

Usual Covenants in a Separation Deed.

A CASE OF much interest to the practitioner is that of *Brailey* v. *Brailey* (reported elsewhere). The question raised concerned the scope of the phrase "usual covenants" in a separation deed; unfortunately, in these days, lawyers are much more frequently called on to draft such documents than was the case in less unsettled times. Here a suit between husband and wife had come on for hearing and been compromised on the terms, *inter alia*, that the cause should go into the reserved list pending preparation and execution of a deed of separation which the parties were to execute. A named counsel, in case of difference, was to settle the deed. It was to contain the "usual clauses" and certain special terms agreed to as part of the compromise. When the deed was drafted by the counsel named he put in as a "usual clause" a clause in the following terms: "The wife . . . shall at all times hereafter keep indemnified the husband . . . from all debts and liabilities heretofore or hereafter contracted or incurred by the wife and from all actions, proceedings, costs, damages or expenses, claims, and demands whatsoever in respect of such debts and liabilities or any of them." Another clause enabled the husband to retain out of the annuity he was to pay the wife sums he had been obliged to pay in respect of the matters covered by the indemnity. One can understand the husband wanting this protection, but so far as the debts of the wife antecedent to the separation are concerned, it scarcely seems a clause which the wife's legal advisers could have accepted. This view was taken by the President and, on appeal, by the court above; so that a covenant by the wife indemnifying the husband against debts antecedent to the separation cannot be in future regarded as a "usual" clause. The President, in fact, struck out the word "heretofore," but otherwise allowed the clause to stand, so that it forms a useful precedent for similar conveyances. One contention of the respondent had been that the "named counsel" had a discretion, as arbitrator, to settle what are the "usual" clauses; but a compromise of this kind can hardly be regarded as a submission to arbitration, and both courts rejected this interpretation.

Evidence in Divorce Cases.

ALTHOUGH divorce practice is comparatively simple, there are some pitfalls in it which require to be known and avoided. In particular, it is necessary to remember that, while a divorce suit is a civil action, yet it cannot be treated in all respects as such; *e.g.*, in an undefended case the petitioner must give complete legal proof of the material facts in his pleadings; he cannot ask for judgment in default, or on the mere admission of the other side, or even on informally adduced evidence not disputed by the other side. The reason, of course, is the necessity of avoiding collusion. The case of *Williams* v. *Williams, otherwise Hanley* (*Times*, 26th ult.), illustrates the point we are making. There, a colonel in the Army petitioned for a decree of nullity against a lady who had contracted with him a bigamous marriage, and had been convicted and sentenced at the Old Bailey for this bigamy. In such a case it is necessary to prove (1) the false marriage with petitioner, (2) the previous marriage, (3) the fact that the previous husband is still alive; but these are not enough, for the prior marriage may not have been valid. Its validity must also be proved. Now, where all these facts have been already proved at a criminal trial and a verdict of guilty returned, the proof of the conviction is in practice accepted as sufficient by the court in an undefended case, but the conviction must be proved *strictissimi juris*. In the present case the petitioner proved all the three allegations mentioned above, but was unable to prove the conviction, not having been himself present at the trial. The judge, therefore, held that no case had been made out, and at first struck the suit out of the list; but, on a subsequent application, consented to hear an additional witness, namely, a detective-inspector, who had been present at the conviction for bigamy, and could give formal proof of that conviction. A decree of nullity was then granted. An interesting feature of this trial was that it was accompanied by the hearing of a second petition, that of the first husband against his wife for divorce; this petitioner, on proof of the bigamy and subsequent intercourse, of course, obtained his decree *nisi*.

Quit Rents in Kind.

OUR ATTENTION HAS been called to an error on page 34 of our issue of the 29th October. Sir HOMEWOOD CRAWFORD holds the position of City Solicitor, and although the Secondary (Mr. WM. HAYES) reads the Warrant requiring performance of the service, he takes no part whatever in the ceremony, which is performed by the City Solicitor.

A Purchaser's Right of Repudiation.

THE judgment of SARGANT, J., in *Procter* v. *Pugh* (1921, 2 Ch. 256) shews an interesting divergence of view between that learned judge and the author of one of the two leading text-books on Sale of Land. We refer to Mr. T. CYPRIAN WILLIAMS' "Law of Vendor and Purchaser." The question arose over one of the stipulations contained in the London Conditions of Sale published by the Solicitors' Law Stationery Society, Ltd. This provides, in terms similar to those of other forms in ordinary use, that—

> "If the purchaser shall insist on any requisition or objection as to the title, evidence of title, conveyance, possession, receipt of rents, or any other matter appearing on the abstract, particulars, or conditions, or connected with the sale, which the vendor shall be unable or unwilling to remove or comply with, the vendor shall be at liberty, notwithstanding any negotiation or litigation in respect of such requisition or objection, to give to the purchaser or his solicitor notice in writing of his intention to rescind the contract for sale unless such requisition or objection shall be withdrawn; and if such notice shall be given and the requisition or objection shall not be withdrawn within seven days after the day on which the notice was sent, the contract shall without further notice be rescinded."

Then follows the usual provision for return of the deposit, and excluding the purchaser's right to costs of investigation of title.

It is obvious that if a purchaser takes an objection to title, but does nothing more, the condition can be used against him, and if on notice given by the vendor the objection is not withdrawn, the consequence indicated in the condition follows, and the purchaser gets back his deposit; but, although *ex hypothesi* the vendor has failed to show a good title, the purchaser is in the unfortunate position of having to bear his own costs of investigating the title. This may be so unfair to him that the courts have declined to give such a condition full effect, and a vendor is not allowed to enforce it against the purchaser if he shows no title at all: *Bowman* v. *Hyland* (8 Ch. D. 588); see *Re Jackson & Haden's Contract* (1906, 1 Ch. pp. 419, 425). Moreover, a vendor who seeks to enforce the condition must be prepared to have his conduct examined into, and if he knows the defect in his title, and recklessly makes a mis-statement about it, this is a breach of his duty as vendor which disentitles him to the benefit of the condition. The rule to this effect, which is based on *Nelthorpe* v. *Holgate* (1 Coll. 203), was enunciated by COLLINS, M.R., in *Re Jackson & Haden's Contract* (at p. 421), and was considered recently by P. O. LAWRENCE, J., in *Merrett* v. *Schuster* (1920, 2 Ch. 240).

But suppose the purchaser does not take objection in the usual way, and then wait for the vendor to consider it and, if he so chooses, to act upon the condition and give notice to rescind; but seeing the defect of title disclosed by the abstract, says to the vendor, "You have not discharged your duty to show a good title on the abstract; this is a breach of contract on your part which entitles me to repudiate the contract, and I hereby do so and am henceforth bound by none of its terms." This assumes that "the proper time for the vendor to perform his obligation of showing a good title is upon the delivery of the abstract" (Williams' Vendor and Purchaser, 2nd ed. p. 185); and then, if the repudiation is to have full effect at law, the rest appears to follow without difficulty. Of course, if the purchaser does not adopt this attitude, but leaves it to the vendor to make good the defect, then it is sufficient if the vendor shows a good title at the time fixed for completion; but the purchaser is not obliged to wait while the vendor is trying to make a title, and at any time after the abstract has been delivered, if it appears that the vendor has no title and is not in a position to obtain one, he can repudiate the contract: see *Forrer* v. *Nash* (35 Beav. 167); *Re Head's Trustees & Macdonald* (45 Ch. D. 310); *Re Baker & Selmon's Contract* (1907, 1 Ch. 238); and as to the effect of repudiation in annulling the contract, *see Jureidini* v. *National British, &c., Co.* (1915, A.C. 499).

The question of the purchaser's right to repudiate the contract for defect of title arose before PARKER, J., in *Halkett* v. *Earl of Dudley* (1907, 1 Ch. 590), and it was admitted that the right existed. "I think," said Lord PARKER, "it is reasonably clear on the authorities quoted to me that, before decree"—*i.e.*, before decree for specific performance in the vendor's action—"a purchaser who becomes aware of a defect in the vendor's title, which defect cannot be removed without the concurrence of a third party whose concurrence the vendor has no power to require, may repudiate his contract." But the divergence of opinion which has arisen concerns the nature and effect of this right of repudiation. Lord PARKER considered that the right was no more than an equitable right affecting the equitable remedy by way of specific performance; in other words, in the vendor's action for specific performance the purchaser could successfully plead his repudiation of the contract as a defence, but further than this, the repudiation had no effect on the contract. Lord PARKER supported his position by saying that the vendor's contract was to convey at a future day, and it was sufficient if he acquired title by that day. Hence if the purchaser then refused to complete, the vendor could recover damages. Consequently a right of repudiation before that day must be distinguished from the common law right for rescission (which, apparently, he considered only to arise on failure of the vendor to make a title by the day fixed for completion, see *Stickney* v. *Keeble*, 1915, A.C. p. 403), and "arises out of that want of mutuality which, unless waived, is generally fatal to relief by way of specific performance."

Apparently, however, this was a slip in the reasoning of a usually very accurate judge. The want of mutuality, it would seem, arises out of the right of repudiation, and Mr. CYPRIAN WILLIAMS in his note discussing the judgment (Vendor and Purchaser, p. 185, note (*l*), contends that this is the common law right, and not an equitable right distinct from it. If so, then the question is whether it is exercisable before the day fixed for completion, or only after that day. If before, then it appears to follow that the contract remains only so far as will enable the purchaser to get back his deposit and to recover his costs of investigating title as damages. If after, then the whole contract remains in force and the vendor can rescind if an objection is taken which he does not care to meet. Mr. Justice SARGANT in *Proctor* v. *Pugh* (*supra*) adopted the view of Lord PARKER in preference to that of Mr. CYPRIAN WILLIAMS, mainly, it would seem, because that writer's view, if pushed to its logical conclusion, would make the condition in question almost inoperative, "for if once the purchaser took a good objection to the title disclosed the vendor could not use the clause." But it may be pointed out that the purchaser, in order to avoid the clause, must not only take the objection, but repudiate the contract, and purchasers generally do not care to do so. They hope that the objection will be removed, and leave it to the vendor whether he will rely on the rescission condition or not. If he does give notice to rescind, and the purchaser is a willing purchaser, the objection is probably withdrawn, and in practice defects of title are usually adjusted between the parties. In the unusual event of a serious defect of title, then the question under discussion may become important, and since Mr. Justice SARGANT held that in fact the repudiation in the case before him was not in time, his opinion may, perhaps, be open to review; but in that case *Stickney* v. *Keeble* seems to deserve careful consideration.

Legal Effects of the Termination of the War.

IV.—The Legal Effects of the Special Orders and of the Treaty of Peace Orders, 1919-21.

IN our last article we discussed the difference between the General Order purporting to terminate the war as from 31st August, 1921, for the purposes of s. 1 (1) of the Termination of the Present War (Definition) Act, 1918, and the three Special Orders relating to Germany, Austria, and Bulgaria respectively, purporting to terminate the war for the purposes of s. 1 (3) of that Act. The latter Orders operated as from 10th January, 1920, 16th July, 1920, and 9th August, 1920, respectively. The Peace Treaty with Hungary was ratified on 26th July, 1921, and that day—26th July—was fixed as the termination of the war with Hungary by an Order dated 10th August (*Gazette*, 12th August). The Treaty of Peace (Hungary) Order was made and gazetted at the same time. The effect of the Special Orders, if our interpretation of the statute is correct, was as follows: They have nothing to do with the end of the war or the conclusion of hostilities, where the construction of a private document or of an Act of Parliament or of the Defence of the Realm Regulations is concerned; for all these purposes the date of the termination of the war is 31st August, 1921, the date fixed by the General Order. But each Special Order, so far as concerns the country to which it relates, puts an end to the state of war, as between the British Empire and that enemy State, on the date named in that Order. Thus 10th January, 1920, was the day on which Germany ceased to be at war with England. The effect is that, subject to special statutes otherwise governing the situation, on 10th January, 1920, a German national ceased to be an alien enemy, and by the doctrine of *postliminium* (in the wider, not the narrower, sense of that term) his rights and obligations towards a British subject automatically revived on that date. Before considering the special legislation which has modified this position, contained in the Treaties with each enemy country and the statutes giving them legislative validity, it may be useful to summarise the common law results of this resumption of status.

In the first place, let us consider the status of alien enemies. During war an alien enemy, unless resident here under the protection of the sovereign, lost those rights of legal *persona* which previously he had shared with subjects. His liberty could no longer be vindicated in the courts against arrest by an agent of the Crown; such arrest was an "Act of State" not cognizable by a municipal court. He could not commence any form of civil litigation, although permitted to defend if sued in our courts, and although crimes against his person or property were punishable as in the case of any other person. He could not enter into any act of legal validity, although it has never been decided that he could not be subpoenaed to give testimony in our courts. In a word, his status was temporarily abrogated. Now, on the date of the Special Order, this state of affairs *ipso facto* came to an end. The right to choose his place of residence, to commence litigation, to vindicate his liberty by legal process were all restored; the

defence "Act of State" could no longer be set up against him any more than against any subject. If he resided abroad, intercourse with him ceased to be forbidden and criminal, unless such intercourse concerned the settlement of enemy debts contracted before the war, in which circumstances it may amount to an offence under s. 1 (ii) and (iii) of the Treaty of Peace Order, 1919, made under the powers conferred by the Treaty of Peace Act, 1919, relating to Germany and the corresponding Orders relating to the other ex-enemy countries made under the Treaty of Peace Acts for Austria and Bulgaria and for Hungary. There is also a further modification of the pre-war status of former alien enemies, which results from the operation of the Aliens Restrictions Acts, 1914 and 1919, but these are foreign to our present purpose.

In the second place, we must look at the rights of property within English jurisdiction possessed by an alien enemy. On the outbreak of war such property was temporarily forfeited to the Crown; but on the conclusion of the war, on 10th January, 1920, it would have automatically reverted to the alien enemy, except so far as already disposed of by Act of State. Here, however, statutory provisions have completely altered the legal situation. These modifications are the result of what are known as the "Economic Clauses" in the various Treaties of Peace. They are to be found in the various Treaty of Peace Orders, 1919-21, which were made by virtue of powers conferred by the Treaty of Peace Act, 1919, and the other Treaty of Peace Acts as already mentioned in the preceding paragraph.

Thirdly, there remain for consideration enemy contracts, torts, debts, choses-in-action, and inchoate legal proceedings. The effect of the outbreak of war, of course, was as follows:—(1) to cancel some contracts between British and enemy nationals, (2) to suspend all other contracts, (3) to prohibit the payment of debts due to enemies and to prevent the recovery of debts due from enemies. The termination of war, as from each date named in one of the special Orders, cannot revive an annulled contract, but it revives a suspended contract, and in the normal course of events, would also revive a *chose-in-action* as against or in favour of an alien enemy. This, however, has been profoundly modified by the Treaty of Peace Orders, which we must now proceed to discuss.

On 28th June, 1919, the all-important Treaty of Versailles was signed on behalf of His Majesty. This was followed at once by the Treaty of Peace Act, 1919, which conferred on His Majesty power to do "such things as appeared to him necessary for carrying out the Treaty, and for giving effect to its provisions." Among other things the Crown was authorised to (1) make any necessary appointments, (2) establish any necessary offices, (3) and make any necessary Order in Council. It was also provided that any Order in Council made under the Act might provide for summary penalties or otherwise in respect of breaches of its provisions.

Under the powers thus conferred, there was passed the Treaty of Peace Order, 1919, dated 18th August, 1919 (64 SOL. JOURN. 36). This has since been amended by Supplemental Orders, dated 28th June, 1920, and 9th November, 1920 (65 SOL. JOURN. pp. 276, 362). The main object of these Orders and also of the corresponding Orders made under the other Treaty of Peace Acts, was to secure the operation of the "Economic Clauses" contained in the Treaty of Versailles and the other Treaties which followed it. These "Economic Clauses" appear in each of the four separate Treaties with Germany, Austria, Hungary, and Bulgaria, in much the same form. The following is a summary of the subject-matter of each such clause:—

1. Debts (Establishment of Clearing Offices)—Section III of of the Treaty of Versailles—Article 296 of the Treaty with Germany, Article 248 of that with Austria, Article 231 of that with Hungary, and Article 176 of that with Bulgaria. 2. Property, Rights, and Interests of former alien enemies—Section IV of the Treaty of Versailles; Articles 297-8; 249-50; 232-3; and 177-8, of the Treaties with Germany, Austria, Hungary, and Bulgaria respectively. 3. Contracts, Prescriptions and Judgments affecting alien enemies—Section V of the Treaty of Versailles; Articles 299-303; 251-5; 234-8; 180-7, of the Treaties with Germany, Austria, Hungary, and Bulgaria respectively.

Since the Peace Treaty with Turkey has not yet been ratified, no reference is made to the corresponding articles in the Treaty with that country. As a matter of fact, it differs from that with the other four countries in a number of important points.

The Treaty of Peace Order, 1919, for Germany, upon which the other Orders are founded, is a lengthy Order, although it contains only four clauses. The first of those four, however, contains no fewer than twenty-two sub-clauses, many of very considerable length. This is the chief clause of the Order, and its effect may be briefly summarised as follows:—

(1) A Clearing Office is established for the settlement of debts between former alien enemies and British nationals (s. 1 (i)).

(2) Payment of an enemy debt, acceptance of payment from an enemy national, or communication respecting the same are forbidden under a penalty; all such settlements must take place through the Clearing House (s. 1 (ii) *et seq.*)

(3) The Clearing House is given power to impose fines, to recover the same, to obtain information from creditors, and other matters incidental to its main duty.

(4) Disputed claims are to be settled in accordance with the decisions of "Mixed Arbitral Tribunals" set up under s. VI of Part X of the Treaty of Versailles.

(5) The property of German nationals in England is charged with debts due to English subjects by German nationals abroad (s. 1 (xvi)).

It was decided in *Stock* v. *Public Trustee* (65 SOL. JOURN. 605; 1921, 2 Ch. 67) that a German, who has completely divested himself of German nationality and has not acquired any other nationality, is "stateless," and, therefore, does not remain a German national for the purpose of charging his property in the manner provided by this sub-section.

(6) Various restrictions are placed on rights of industrial property acquired by former enemy nationals, and on their interests in patents and designs (s. 1 (xx) and (xxi)).

It will be seen that the general effect of these provisions is to modify very considerably the rules of "*Postliminium*," which would otherwise have operated, by virtue of International Law, to effect a *restitutio in integrum* of the pre-war rights of enemy nationals in respect of property, contracts, and rights of action situated within British jurisdiction.

(To be continued).

The Legal System of Scotland.

III.—The Land Laws of Scotland.

We have seen that the law of Scotland is the Roman Law, modified by feudal customs and the Christian doctrine of matrimony, although even here the Roman Law largely prevailed. Of course, Statute Law has modified the Scots Common Law, as above defined. So has the introduction of Mercantile Law, for the custom of merchants is the same throughout Christendom. But Equity, in its English form, has never appeared; indeed, no separate and distinct sets of courts or principles were necessary for Equity was but a spurious and modified form of that Roman; Law always prevalent north of the Tweed.

Notwithstanding the differences in the origin of Scots Law and English Law, there is nowadays great similarity between them in many matters—especially the law of contracts, of crime, and commercial matters. But at least six very important distinctions still remain, notwithstanding the modern tendency of the House of Lords to import the rules of the English Common Law, wherever feasible. These six great branches are (1) The Land Laws of Scotland, (2) The system of creating and interpreting Trusts, (3) Family Law, especially the ceremonial requisites of marriage, the grounds of dissolution, and the position of children in the family, (4) The great fact that a contract does not require a consideration to support it, (5) The principles of the law of civil wrongs, *Scotice* "Delicts," *Anglice* "Torts," and (6) Some peculiarities in the adduction and weight of testimony. For

example, there is a presumption of law in Scotland that written testimony prevails over any amount of oral testimony to the contrary, unless and until rebutted in certain ways. In fact, the rule that classes of testimony have different weights, when contrasted with the English rule that the judge of fact is the sole judge of the weight he chooses to attach to different kinds of testimony, is a familiar stumbling block to the English lawyer who, a visitor in Scotland, has occasion to conduct in person a case in which he is defendant or pursuer, in a Scots Sheriff-Court. Of these six, the most important is the Scots system of Land Law, for which alone we can find space in this article.

The first salient characteristic of the land laws of Scotland is that they are a blend of the feudal and allodial systems in a way very strange to an Englishman. The King is Lord Paramount in Scotland, as in England. Feudal tenures of all kinds, mostly modified by the Scots Real Property and Conveyancing Acts, exist in Scotland. But only corporeal hereditaments are affected to any appreciable extent by the feudal system. The moment we turn to incorporeal hereditaments, *e.g.*, easements and *profits-à-prendre*, we find these terms unknown to Scots Law. Their place is taken by servitudes, the Roman Law thereon being, with one or two trifling modifications, the Law of Scotland. Leaseholds, again, are derived from the servitude of *Emphyteusis* in Roman Law. Statutes of Limitation are replaced by Roman Law rules (modified by statutes) of positive and negative prescription. In fact, the whole law of what in England are called incorporeal hereditaments is very much simpler in Scotland, being in substance pure Roman Law.

Real and Personal Property are known in Scotland as "heritable" and "moveable" property. The former is vested in the King as possessed of the Paramount Title. But the land is practically everywhere divided into "Baronies," which correspond roughly to the English Manor, the owner of which possesses the nearest equivalent to an English estate in fee simple. His interest in the land is known as the *Dominium Eminens*, and he is the "*Dominus*." The King's rights are "Royalties." But the *Dominium* thus held in fee is nearly always granted out on feudal tenure by a document known as a "feu-charter" to a tenant who holds in perpetuity, and is known as the "feuar" or "proprietor" His perpetual interest in the land, also equivalent to an English fee, is known as the "*Dominum Utile*" or "feu." But it is held subject to (1) the payment of feu-duty (*Scotice, solvere canonem*); (2) the performance of various obligations created by the Feu-Charter, but now everywhere either a matter of common form or regulated by statute; and (3) liability to forfeiture for breach of any of these obligations or for non-payment of feu-duty. A forfeiture is known as an "irritancy" in Scotland, and forfeiture for non-payment of feu-duty is called the "irritancy *ob non solutum canonem*," one of the most familiar forms of Scots actions.

The feuar, in his turn, can and very often does sub-infeudate his land. He grants it by feu-charter to a sub-feuar, who likewise has an estate in perpetuity, and is known as the "proprietor." This process may go on through many successive sub-infeudators. Thus, A may hold the "*Dominum Eminens*"; B may hold of A by feu-charter in perpetuity; C of B; D of C, and so on, until we come to X, who is the actual freeholder, as we should say in England. X is alone called the "proprietor." All the others, from X's immediate "*dominus*" through D, C and B, up to A, are called "superiors" and are said to possess "superiorities" in the land. Each of all these numerous parties has an estate in fee, in perpetuity, and in the nature of heritable property. In the old days, before 1832, when the franchise in the counties was that of the "feuars" or "proprietors"—the analogues of the English forty-shilling freeholders—the Scots system of conveyancing was eagerly used by the great Whig and Tory peers to create voters. A piece of land in a county constituency would be "split up," by means of successive sub-infeudations, into hundreds of sub-feus, each of which conferred a vote on the "superior" as well as on the ultimate "proprietor." The creation of "splits," as they were familiarly known, in the simplest, cheapest, and most convenient way, was almost the leading art in Scots conveyancing until quite recent times, for the reason just stated.

Now, what of leaseholds, which in English Law are chattels real but personal property? In English Law we know of terms for years, of yearly and other periodic tenancies, and of tenancies at will and on sufferance. Scots Law does not know of these distinctions, though it has their equivalents. But Scots tenancies, short of the "feu," a perpetual estate in fee which we have just described, fall into two main kinds—one derived from the Roman servitude of *Emphyteusis*, and the other from the Roman "contract *re*" of *Pignus*. We may call these roughly the equivalents of the English "lease" and "tenancy agreement." The one is essentially a servitude, *i.e.*, a *jus in re aliená*, whereas the latter is a mere contractual right—as the English "term" in its origin was—and like the English term it came to confer possession. But in Scotland the English system of long leases, whether for building or for other purposes, although occasionally found, is practically unknown. The lease for 99 or 999 years is replaced by a "feu-charter" conferring a feu in perpetuity hinged round by conditions, positive and negative, breach of which amounts to an "irritancy" and involves forfeiture.

From what has been said above, two points will have occurred at once to the conveyancer. How was this continuous sub-infeudation possible in Scotland? And to what extent did the feuar possess a power to tie up his "superiority" or "proprietorship," as the case might be, by means of an entail? The answer is simple: Scotland knew no statutes corresponding to *Quia Emptores* or to *De Donis Conditionalibus*. The result is that sub-infeudation was possible to a perfectly unlimited extent. It was also possible to entail land in certain customary ways, and the Common Law never discovered any real method of barring entails. And a perpetual entail can still be created in Scotland. Entails, however, have been partially regulated by statute from time to time, and it is possible to break an entail and re-entail the property, subject to a "bond and disposition in security"—*Anglice* "mortgage"—in favour of the tenant for life. In a celebrated case this arrangement was used to escape some of the burden of the death duties, until a provision of the Finance Acts prevented that method of evasion. But the technicalities of Scottish entails would obviously take up too much of our space, and cannot be further discussed here. Rankine's "Land Ownership" in Scots Law will be found a readable and instructive treatise for those who desire more information on this subject.

The central document in Scots conveyancing is the "Feu-Charter." A feu is granted by means of three "acts of party" and "events in the law." The first is the drawing up of the feu-charter, which is divided into parts very similar to those of an English grant. This is followed by "Livery of Sasine" (the equivalent of seisin in English Law), now a mere formality. Then comes the "Instrument of Sasine," which is a notarial act, drawn up and attested by a notary public to the effect that there has been due "livery of sasine" and execution of the charter. Then the "feu-charter" and the "instrument of sasine" are taken to the Register of Sasines and there duly entered. Until this is done, the deed is not valid as against a subsequent deed conveying the same property, in favour of a party who has not been guilty of fraud or breach of trust. This requires some brief description of the Scots system of Registration.

Registration in Scotland came into existence, as was seen in an earlier article, shortly after the Great Revolution of 1688. It was devised by nobles and their law-agents as a practical means of protecting titles in a country where the muniments and records of title were exceedingly liable to disappear in the course of raids, rebellions and civil wars, not to speak of inter-clan feuds. The resultant system bears no resemblance whatever to the system of Registration as understood in England and those Colonies which have adopted it. In fact, it was not Registration of Title at all. It is merely a system of registering deeds. Once the deed is on the register, any prospective purchaser or mortgagee can inspect the register and get an abstract of title and the documents supporting it *without any omissions whatever*, for documents not registered are non-existent, so far as he is concerned. But he cannot learn from a registry what title the vendor or mortgagor possesses. That he must himself ascertain by perusing the documents and discovering their legal effect. So that the services of a lawyer, so far from being dispensed with, are as necessary in Scotland as in England. And the fact that every document on the register may affect the title makes investigation of title a longer, though a simpler, task than in England. In fact, the Scots system prevents frauds and makes for security and simplicity, but not for dispatch or cheapness; nor does it help the layman to dispense with the services of a law-agent. For that reason advanced reformers in Scotland, like their analogues in England, condemn it and advocate its replacement by a system of "Registration of Title."

There are two main sets of "Registers of Sasine" in Scotland. The chief one, at Edinburgh, contains the register of all deeds affecting land in any county of Scotland. But each borough has its own separate burgh register, affecting all lands inside the borough, so that the investigation of a borough title can be done locally, whereas that of a county must be done in Edinburgh. Incidentally, the extension of a burgh by a private Act of Parliament creates difficulty and confusion as to the *locale* of the register in which a deed must be entered; and this is a familiar objection on the part of busy local practitioners to such extensions. They are, perhaps in consequence of this obstacle, much less frequent in Scotland than in England.

In conclusion, just a word should be said about variations of the normal system of land-tenure in Scotland. One great variation is found in the Orkneys and Shetlands, once a Danish possession, in which the system of "Uda Tenure" prevails. This is practically allodial tenure, the paramountcy of the Royal Title being absent, and has several features derived partly from Scandinavian and partly from Roman Law. The other variation, now a mere matter of historical interest, was the communal tenure

of lands by Highland clans which prevailed until the close of the eighteenth century, when the Court of Session, in a series of decisions, boldly got rid of tribal tenures altogether and assimilated the Highlands to the Lowlands by holding the chiefs to be owners of "baronies." This has been a fertile source of political complications ever since, but has no special interest for the modern lawyer.

(To be continued.)

Res Judicatæ.

Innocent Conversion by an Assignee of Chattels.

Hire-purchase agreements are now an everyday mode of acquiring furniture and many other chattels, so that dealers and others have frequently to consider their position in respect of chattels comprised in a hire-purchase agreement. *Nelson Murdoch & Co.* v. *Wood* (66 S.J.Rep. 6), throws some light on one of the troublesome points that often arise. In this case the defendant had purchased a piano, but had immediately returned it on discovering that it was comprised in a hire-purchase agreement. The hirer, his vendor, was bailee of the piano, which he was purchasing by instalments, and had no property in the piano, except as a hirer (so the agreement expressly provided), until all the instalments were paid. As a matter of fact he had paid all instalments up to the date of the assignment, so he was not in default at that date. The question, however, arose whether his purported sale of the piano did not amount to a "repudiation" of the agreement, in which case his rights lapsed and his possession of the piano became "unlawful": *Johnstone* v. *Milling* (16 Q.B.D. 460). This turns on whether the sale of the piano amounts to a claim of the hirer to dispose of the full rights of ownership in the piano, in which case he is clearly repudiating his agreement, or merely to a claim to assign the limited interest (that of a hirer) which he actually possesses: *Whiteley, Limited* v. *Hill* (1918, 2 K.B. 808). This must obviously be a difficult question of fact, and an innocent purchaser cannot be held liable—even assuming a court finds that on the facts there has been conversion by the hirer—if he terminates his own unauthorised possession immediately on discovering the true position; for, so long as the interest of the hirer continues, trover cannot be brought against the purchaser: *Gordon* v. *Harper* (7 Term. Rep. 9). The Divisional Court, accordingly, held that there had been no conversion by the innocent assignee.

Trade Unions as Legal Persons.

It is a trite doctrine of law that an artificial person can do anything which a natural person can do, except in so far as prevented by physical incapacity. But this doctrine has received rather an extension in *MacClusky* v. *Cole* (66 S.J.Rep. 5), when it was held that a number of trade unions can be "members" of another trade union, within the meaning of the Trade Union Act, 1871, s. 4 (4). Hitherto "legal personality" of this kind has usually been confined to full-fledged corporations, whereas a trade union is only a quasi-corporate body. The point arose in a rather unexpected way. The National Federation of Glass Bottle Workers is an unregistered trade union, whose members consist of local trade unions, namely local societies of bottle-makers. In the events that happened, the Federation exercised a power given it by its constitution and rules so as to expel one of these local societies from membership of the trade union. The latter brought an action in Chancery for an injunction, but Peterson, J., whose decision was confirmed on appeal, held that his jurisdiction was ousted by s. 3 (5) of the Trade Union Act, 1913, the effect of which, taken with the provisions of the Act of 1871, is to take away from the Courts any power to adjudicate on an agreement "made between one trade union and another." For, if one trade union can be a member of another, then the contract between member and society is an "agreement" between the two trade unions. The point is a subtle one, and would not naturally occur to anyone until the exigencies of litigation put it before the mind of legal practitioners, but in logic it appears to be sound.

The Public Authorities Protection Act.

An ingenious use of the Public Authorities Protection Act, 1893, was successfully made by the defendant in *The Danube* (65 Sol. J. 396). In this case a collision had resulted from the alleged negligence of the officer commanding one of His Majesty's ships. An action in the Admiralty Court was commenced within two years after the alleged act of negligence, but not within six months thereafter. The plea was taken that the appropriate Statute of Limitation was the Public Authorities Protection Act, which bars actions against public authorities for any act or default done in pursuance of a public or statutory duty. The contention, of course, was that an officer navigating one of His Majesty's ships acts as such in pursuance of a "public duty," and therefore, is protected by the statute. This seems a strained piece of reasoning, especially as another statutory limitation appears to be much more appropriate, namely, that contained in s. 8 of the Maritime Convention Act of 1911, which provides that no action shall be maintainable to enforce any claim against a vessel or her owners (or any other person responsible for the fault of the vessel) in respect of any damage to any other vessel, unless the proceedings are commenced within two years. Nevertheless, Mr. Justice Hill, affirmed by the Court of Appeal, held that the former statute is applicable, and that such actions against His Majesty's ships must be commenced within six months.

Reviews.

The Law of Contract.

Principles of the Law of Contracts. By the late S. Martin Leake, Barrister-at-Law. Seventh edition. By A. E. Randall, Barrister-at-Law. Stevens & Sons, Ltd. £2 10s. net.

Leake's Law of Contracts has attained a well-deserved reputation as one of the clearest and most useful of the expositions of its subject, and we are glad to welcome the appearance of a new edition. In printing and general style it is an improvement on previous editions, but in its contents there has, so far as we observe, been no great change. The recent war has, of course, contributed some cases on the effect on contracts of the outbreak of hostilities, such as *Bank Line, Limited* v. *Arthur Capel & Co.* (1919, A.C. 435) and other cases, depending on impossibility of performance, and chapter 3 of Part III, which deals with this subject, is an interesting and important feature of the work, developing, as it does, the doctrine which rests on the well-known case of *Taylor* v. *Caldwell* (3 B & S. 838). The following chapter on Illegality duly notes *Dey* v. *Mayo* (1920, 2 K.B. 346) on s. 2 of the Gaming Act, 1835, but recent events, with their probable outcome, will require a revision of this page in the next edition. Mr. Randall refers in the preface to *Johnson* v. *Taylor Bros. & Co.* (1920, A.C. 145)—where it was held that a *c.i.f.* contract was a contract for the sale of goods—as the most important of the recent decisions, though, perhaps, it has not had the same notoriety as some of the war decisions. But those are temporary in their effect, and a case like that just cited is permanent. The work will continue in the present edition to be a safe, useful and informing guide, both to practitioners and students.

Stamp Duties.

THE LAW OF STAMP DUTIES ON DEEDS AND OTHER INSTRUMENTS. By E. N. ALPE, of the Solicitor's Department, Inland Revenue, Barrister-at-Law. Revised and enlarged by ARTHUR REGINALD RUDALL, Barrister-at-Law. With Notes on Practice, by HERBERT WILLIAM JORDAN. Sixteenth Edition. Jordan & Sons, Ltd. 15s. net.

It is unnecessary to do more than call attention to the issue of a new edition by "Alpe." The practitioner has for so many years been accustomed to refer to it on all stamp matters that it has attained a well recognised position in everyday practice, particularly with conveyancers. The great change of recent years has been the doubling of the duty on conveyances on sale, and the extension of the duty to voluntary dispositions. This extension has led to much difficulty in carrying out transactions in family affairs which formerly attracted no ad valorem duty, and it is frequently oppressive; but unfortunately stamp duties come to stay. The Chancellor of the Exchequer rarely relaxes his grip—though Mr. Gladstone in years gone by did hope to abolish the income tax!—and the present edition of "Alpe" duly notes that he increased the burden last year by applying the full £1 per cent. duty to sales and voluntary dispositions of stocks and shares, instead of leaving it at 10s. per cent. It notes also the increase in capital duty under the Finance Act, 1920.

Books of the Week.

Maritime Law.—The Hague Rules, 1921, explained. By SANFORD D. COLE, Solicitor, Member of the Maritime Law Committee of the International Law Association. Effingham Wilson. 2s. 6d. net.

Revenue Law.—Excess Profits Duty and Corporation Profits Tax (1921 Supplement). By J. GAULT, Barrister-at-Law. Effingham Wilson. Stevens & Sons, Ltd. 2s. net.

Company Law.—Company Precedents for use in relation to Companies subject to the Companies Acts, 1908 to 1917. Part 2, Winding up Forms and Practice; with copious notes and an Appendix, containing Acts and Rules. By SIR FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple. 12th edition. By ALFRED F. TOPHAM, LL.M., Barrister-at-Law. Assisted by LIONEL L. COHEN, M.A., and ALFRED R. TAYLOUR, B.A., Barristers-at-Law. Stevens & Sons, Ltd. £3 net.

Diary.—The Solicitors' Diary, Almanac and Legal Directory (with which is incorporated the Legal Diary), 1922. Edited by ROBERT CARTER, Esq., Solicitor. 78th year of publication. Waterlow & Sons, Ltd.

Memoir.—A Memoir of The Right Honourable Sir Edward Fry, G.C.B., Lord Justice of the Court of Appeal, Ambassador Extraordinary and First British Plenipotentiary to the Second Hague Conference, 1827-1918. By his daughter, AGNES FRY. Compiled largely from an autobiography written for his family. Humphrey Milford. Oxford University Press, 1921. 12s. 6d. net.

Fire Insurance.—The Law relating to Fire Insurance. By A. W. BAKER WELFORD and W. W. OTTER-BARRY, Barristers-at-Law. 2nd edition. Butterworth & Co. 45s. net.

Licensing.—The Licensing Acts with Forms. By the late JAMES PATERSON, M.A., Barrister-at-Law. Being The Licensing (Consolidation) Act 1910; The Finance (1909-10) Act, 1910; The Licensing Act 1921, and The Extant Provisions of the Licensing Acts from 1830 to 1902, &c., &c., and Forms. 32nd edition. By HARRY BAIRD HEMMING, LL.B., Barrister-at-Law, and S. E. MAJOR, Junr., Solicitor. Butterworth & Co. Shaw & Sons, Ltd. 22s. 6d. net.

Correspondence.

Inner Templars in the Great War.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—I shall be obliged if you will permit me to make known through the medium of your columns that the list of names of the "Inner Templars who volunteered and served in the Great War" has now been completed. The "Roll" written by Mr. Grailly Hewitt has been bound and will be preserved in the library, but the list with a full index has been printed, and this it is proposed to give to any member whose name appears in it or to his representative, on application to the Librarian.

The total number of names enrolled is 1,050. Of these 771 joined before the end of 1914, 119 before April 1915, and the remainder in the months preceding the date of the first Military Service Act. Of this total 247 were killed. The decorations included one V.C., 56 D.S.O. and D.S.C., and 130 M.C. and A.F.C.; there were also numerous foreign decorations.

A. M. BREMNER,
Treasurer,
Inner Temple.

In Parliament.

House of Commons.

Questions.

MARITIME INTERNATIONAL LAW.

Sir J. D. REES (Nottingham, East) asked the Lord President of the Council whether the International Court of Justice will have jurisdiction in cases of maritime international law; and whether in that event Great Britain will be under the necessity of accepting the findings of a body of international jurists upon questions such as those with which the Declaration of London proposed to deal?

Mr. HARMSWORTH: The jurisdiction of the Permanent Court of International Justice will extend to all cases of maritime international law which are submitted to it by the parties to the dispute. Such submission to the court may be made either by a special agreement between the parties relating to the particular dispute in question or as the result of a general agreement for the reference of such questions to the court. Machinery for the reference of all disputes to the court is contained in the Optional Clause which is attached to the Protocol for bringing the Statute of the Permanent Court into existence, and States which have signed that Optional Clause will be bound to submit to the Permanent Court their disputes with other States relating to maritime international law. The United Kingdom has not signed the Optional Clause, and, therefore, so far as United Kingdom is concerned, no case relating to maritime international law will come before the Permanent Court of International Justice unless the Government agree so to refer it. If at any time the Government should agree to refer any particular dispute to the court, it will, of course, be necessary to accept the decision which is rendered.

Sir J. D. REES: Is the substance of that answer that the Foreign Office will not agree to submit the vital questions of maritime power to this tribunal?

Mr. HARMSWORTH: I am afraid that the United Kingdom, not having signed the Optional Clause, no case will be submitted to the international court unless the Government of the day so refer it. (7th November.)

RATES ADVISORY COUNCIL.

Mr. RAPER (Islington, East) asked the Parliamentary Secretary to the Ministry of Transport when the Rates Advisory Council will be set up?

The Parliamentary Secretary to the Ministry of Transport (Mr. NEAL): The permanent members of the Railway Rates Tribunal, constituted under the Railways Act, 1921, to which my hon. Friend doubtless alludes, have been appointed by His Majesty. The President is Sir Francis Gore-Browne, K.C., Chairman of the Rates Advisory Committee; the member experienced in commercial affairs is Mr. G. C. Locket, of the firm of Messrs. Gardner, Locket and Hinton; and the member experienced in railway business is Mr. W. A. Jepson, late Assistant General Manager to the London and North Western Railway. (7th November.)

Bills Presented.

The Shops (Early Closing) Act (1920), Amendment (No. 2) Bill—"to extend the hours during which sweets, chocolates, and certain other articles may be sold to the public"; presented by Mr. Macquisten (Bill 231). (3rd November.)

The Pharmacy Acts Amendment Bill—"to regularise the position of all persons trading as chemists and druggists or pharmacy store proprietors in the sale of drugs, the dispensing of doctors' prescriptions, and the sale of patent medicines"; presented by Captain O'Grady (Bill 232). (3rd November.)

The Probation, Certified Schools, and Borstal Institutions Bill—"to constitute a Probation Commission and establish provisions with regard to reformatory and industrial schools"; presented by Sir James Agg-Gardner (Bill 234). (8th November.)

New Orders, &c.

New Trustee Investments.

NOTICE.

COLONIAL STOCK ACT, 1900 (63 AND 64 VICT., c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stock registered or inscribed in the United Kingdom :—

New Zealand 6 per cent. Consolidated Stock 1936/1951.

The restrictions mentioned in Section 2 Sub-section (2), of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, Section 2).

[*Gazette*, 25th October.

NOTICE.

COLONIAL STOCK ACT, 1900 (63 AND 64 VICT., c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stocks registered or inscribed in the United Kingdom :—

Union of South Africa 6 per cent. Inscribed Stock 1930/1940.

Victorian Government 6½ per cent. Inscribed Stock 1923/1925.

The restrictions mentioned in Section 2, Sub-section (2), of the Trustee Act 1893, apply to the above Stocks (see Colonial Stock Act, 1900, Section 2).

[*Gazette*, 28th October.

NOTICE.

COLONIAL STOCK ACT, 1900 (63 & 64 Vic., c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stocks registered or inscribed in the United Kingdom :—

Government of New South Wales 6 per cent. Inscribed Stock, 1930-40.

The restrictions mentioned in Section 2, Sub-section (2), of the Trustee Act, 1893, apply to the above Stocks (see Colonial Stock Act, 1900, Section 2).

[*Gazette*, 4th November.

Rules in Lunacy.

THE RULES IN LUNACY (PERCENTAGE), 1921, DATED 1ST NOVEMBER, 1921.

I, Frederick Viscount Birkenhead, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby in pursuance and execution of the powers given by Section 148 of the Lunacy Act, 1890, as amended by Section 27 (3) of the Lunacy Act, 1891, make the following Rules :—

1. The percentage to be levied under Rule 127 of the Rules in Lunacy, 1892, shall be increased from 2 per cent. to 3 per cent., and on incomes not amounting to £100 there shall be paid an annual sum of ten shillings.

2. The limit of £400 and £200 imposed by Rules 126 and 127 of the Rules in Lunacy, 1892, upon the amount of percentage leviable in any case in any one year shall be increased to £1,000.

3. These Rules shall apply to every account lodged in the Master's Office after the date of these Rules and where there is no account to every complete year commencing on or after the date of these Rules calculating from the date when the existing Receiver was appointed.

4. These Rules shall not affect the Rules in Lunacy, 1921, relieving Service patients from percentage.

5. The Account kept pursuant to Rule 135 of the Rules in Lunacy, 1892, shall henceforth be entitled "Percentage account under 53 Vict. c. 5 and Amending Acts."

6. These Rules may be cited as the Rules in Lunacy (Percentage), 1921.

Birkenhead, C.

1st November, 1921. We concur.

J. Towyn Jones.

James Parker.

Foreign Office Notice.

In accordance with the general policy of His Majesty's Government to abolish obsolete Treaty instruments, steps have been taken to notify to the Governments concerned the decision of His Majesty's Government to terminate certain Treaties with Central and South American States for the abolition of the Slave Trade.

2. Notice of denunciation of the Slave Trade Treaties with the Argentine Republic, Uruguay and Venezuela, having been given to the Governments of those States and duly accepted by them, the Treaties ceased to have effect respectively from the relative date of acceptance of denunciation, viz. :—

Argentine Republic. Treaty of May 24, 1839 : July 29, 1921.
Uruguay. Treaty of July 13, 1839 : August 8, 1921.
Venezuela. Treaty of March 15, 1839 : August 13, 1921.

[*Gazette*, 4th November.

Food Control Orders.

ORDER, DATED 18TH OCTOBER, 1921, MADE BY THE BOARD OF TRADE UNDER THE MINISTRY OF FOOD (CONTINUANCE) ACT, 1920 (10 & 11 Geo. 5, c. 47), AND THE MINISTRY OF FOOD (CESSATION) ORDER, 1921, REVOKING CERTAIN ORDERS.

In exercise of the powers conferred upon them by the Ministry of Food (Continuance) Act, 1920, and the Ministry of Food (Cessation) Order, 1921, and of all other powers enabling them in that behalf, the Board of Trade hereby revoke as on 19th October, 1921, the Orders mentioned in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.

By Order of the Board of Trade.

Frank H. Coller,
Secretary to the Food Department.

18th October.

SCHEDULE.

S.R. & O., 1918, Nos. 24, 161 and 1306, and 1919, Nos. 1094 and 326.	The Milk (Registration of Dealers) Order, 1918, as amended, and Directions thereunder.
S.R. & O., 1918, Nos. 879 and 1476.	The Fish (Distribution) Order, 1918.
S.R. & O., 1920, No. 955.	The Meat (Registration of Retailers) Order, 1920.
S.R. & O., 1918, No. 212.	The Waste of Foodstuffs Order, 1926.

GENERAL LICENCE UNDER THE SLAUGHTERHOUSES (LICENSING) ORDER, 1920.

On and after 19th October, 1921, until further notice a person may keep or occupy any premises as a slaughterhouse for cattle free from the provisions of the Slaughterhouses (Licensing) Order, 1920 [S.R. & O., 1920, No. 972], but so that the Directions requiring returns of cattle slaughtered, issued under that Order and dated 29th June, 1920 [S.R. & O., 1920, No. 1004], shall continue in force.

By Order of the Board of Trade.

Frank H. Coller,
Secretary to the Food Department.

18th October.

Treaty of Peace (Hungary) Order, 1921.

COMMUNICATION BETWEEN CREDITORS AND DEBTORS OF BRITISH AND HUNGARIAN NATIONALS.

The Administrator of Hungarian Property, pursuant to Section I (ii) of the Treaty of Peace (Hungary) Order, 1921, hereby licenses direct communication between British creditors and Hungarian debtors with regard to the adjustment of accounts or settlement of pre-war debts, or debts arising out of pre-war transactions or contracts, due by Hungarian nationals to British nationals. If a direct settlement is negotiated, the draft of the agreement embodying the terms must be submitted in duplicate to the Administrator for his approval and such approval in writing obtained before any such agreement can be entered into.

Apart from the penalties incurred by the breach of this licence, no agreement for the settlement of such debts or claims will be valid or binding on the parties in the absence of such written approval.

The Administrator also hereby licenses communication in writing between British debtors and Hungarian creditors with regard to pre-war debts or debts arising out of pre-war transactions or contracts, with the sole object of ascertaining particulars of indebtedness between the parties, provided that no proposal or suggestion is made for the payment or settlement of such debts except through the Clearing Offices, and that the party so communicating shall retain true copies of such communications and the original replies thereto and hand the same to the Administrator on demand at any time.

Any direct communication outside the scope of this licence is an offence punishable by fine and/or imprisonment.

Dated this 27th day of October, 1921.

E. S. Grey,
Administrator of Hungarian Property.

Cornwall House,
Stamford Street,
London, S.E.1.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of the Association was held at The Law Society's Hall, Chancery Lane, London, on the 8th inst., Mr. T. S. Curtis in the chair. The other directors present being Messrs. W. F. Cunliffe, E. T. Dent, W. E. Gillett, C. Goddard, C. G. May, R. W. Poole and M. A. Tweedie. £701 was distributed in relief of deserving cases; 17 new members were admitted; and other general business was transacted.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall, on Friday, the 4th November, 1921, Mr. E. B. V. Christian in the chair. The other Directors present were Mr. H. B. Curwen, Mr. F. W. Emery, Mr. P. E. Marshall, Mr. A. E. Pridham, Mr. W. M. Woodhouse, and the Secretary, Mr. E. E. Barron. £140 was voted in grants of relief to deserving applicants; two new members were elected and other general business transacted.

United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, 7th November, 1921, Mr. C. P. Blackwell in the chair. Mr. W. T. Williams moved: "That the case of *Travers & Sons Ltd.* v. *Cooper* (83 L.J., K.B. 1787 & 20 Com. Cas. 44) was wrongly decided." Mr. G. B. Burke opposed. Messrs. Ivan Horniman, S. E. Redfern and H. B. S. Hoddinott having spoken, Mr. William replied. The motion was then put to the house and was lost by one vote.

The Late Mr. Ralph V. Bankes.

The Flintshire Coroner, Mr. F. Llewellyn Jones, found at the inquest at Hawarden on 27th October, says *The Times*, that Mr. Ralph Vincent Bankes, K.C., Metropolitan Police Magistrate at the South-Western Court, committed suicide by shooting himself while he was not of sound mind. Mr. Bankes, as recorded yesterday, was found dead in bed on Wednesday morning, with a gunshot wound in the head, at Friar's Gap, Hawarden, where he was staying with his brother-in-law, Mr. Thomas Owen, J.P.

Mr. Owen said that Mr. Bankes arrived on Tuesday afternoon to stay with him. Mr. Bankes had been unwell for some time, having felt the heat of London very much during the summer. He came to Hawarden straight from a nursing home at Harrow. He was depressed and nervous, and had suffered from insomnia. The witness told him the change would do him good, and he could begin to take an interest in things, but he replied, "I cannot take any interest in things." Mr. Bankes was to have had some shooting and golf at Hawarden. His luggage was taken to the bedroom, but he was very unwilling to unpack. When he retired about 10 o'clock the witness went with him to his bedroom, gave him his sleeping draught, and saw him settled for the night. A maid took him a cup of tea at 8 o'clock the next morning, but could get no answer, and the witness went into the bedroom and discovered what had happened.

A police-constable said that he found Mr. Bankes lying on his back in his night clothes. He had a double-barrelled gun grasped in both hands.

Dr. Owen Hughes said that a person who suffered as Mr. Bankes had would sometimes hardly be responsible for his actions. He probably acted on the impulse of the moment.

The Coroner returned a verdict as stated above.

Rent Restriction, 1920-1921.

The following is the paper read by Mr. E. A. Alexander (London) at the Provincial Meeting of The Law Society at Scarborough:—

At the Provincial Meeting of this Society held last October, I read a paper dealing at length with the causes, effects and defects of the Rent Restriction Acts, and I think that a summary of that paper would form the best introduction to a review of the events of the past twelve months. The origin of the house famine which resulted in the passing of the Acts can be traced back as far at least as Early Victorian days. The Public Health Act, 1875, consolidated no fewer than nineteen Acts passed during the preceding twenty-seven years with the object—a wholly laudable object—of securing better houses for the people. Their chief provisions (to which I shall refer later) were directed to solidity of construction; security against fire; access, light and ventilation; and water supply, drainage and sewerage. But improvement of quality meant high cost of construction, and therefore higher rents, and as the Governments of those days unfortunately forgot to provide the working man with the means to pay those higher rents, the tendency was for the working classes to keep their rents stationary by occupying less room than they would have done had housing accommodation been cheaper, though nastier.

The return to power sixteen years ago of a Government avowedly committed to a policy of land taxation inevitably had a deterrent effect on the building industry, and in the years 1906 to 1909 the number of houses increased by an average of only 103,000 per annum against an average of 139,000 per annum during the preceding two years.* When that policy was translated into action the effect on the industry was disastrous: in the four years immediately preceding the war the number of new houses was reduced to below 62,000 per annum,* and by 1914 the decrease in the excess of houses available over houses required had already become noticeable.† An inevitable result was to divert labour from the building industry: bricklayers, for instance, decreased in numbers from 115,000 in 1901 to 73,000 in 1914, and there is no difficulty in tracing back to its origin the shortage of labour from which the industry has been suffering with the consequent delay in the erection of new houses, and the opposition of the building trade unions to "dilution."

The effects of the war were immediate. The phenomenal rise in wages encouraged the working classes, who for many years had been unduly cramped, to spread themselves over more rooms than they had formerly occupied. From the suspension of emigration alone our population increased by the surprising figure of nearly 1,000 per day.‡ The building of new houses entirely ceased and many of the older houses were diverted to military uses or the reception of refugees. Within a year after the war started the house famine had commenced. In some districts house owners began to exact scarcity rents, and Parliamentary intervention was invited.

The obvious policy for the Government to adopt was to let rents find their own level, and to impose a tax on excess rents. Such a tax (being a tax on incomes and not on industry) would have had none of the evils of the excess profits duty; it would have produced, during the six years which have elapsed since the first Rent Restriction Act was passed, some hundreds of millions of revenue.§ It would probably have reconciled the working classes to largely increased rents, although there would have been grave discontent if the whole of the excess rents had remained in the owner's pocket; and it would have been elastic and might have been revised in each year's Finance Act so as to maintain the economic position of the owner having regard to the taxation imposed on the excess profits of businesses, the market price of money, the increase in the cost of repairs and other relevant factors. Such a policy would have induced tenants to surrender all the rooms which they occupied beyond those which they actually needed, and would have had the effect of putting to the fullest possible use the existing accommodation.

The Government chose instead to limit the rent of every small house to the amount at which it stood immediately prior to the outbreak of war, and in the same way limited the interest on mortgages. It also gave security of tenure to the tenant and limited the mortgagee's power to require repayment. Restriction of price is bound to encourage consumption and discourage production. And the Act of 1915 merely aggravated the evil it was designed to cure and increased the shortage. In fairness to the Government responsible for the Act I must add that the Bill as introduced proposed restriction of rents only in munitions areas, to which it would be applied by Order in Council; and the restriction was to be in favour only of the sitting tenants and not of new tenants.

After the Act was passed the causes which produced it continued to operate. The rise in prices and wages continued and the rate of the increase was accelerated. Economic circumstances changed further and further against owners and mortgagees and in favour of tenants. Within a year after the Act was passed it became obvious that revision was urgently necessary. But the Government did nothing. What had been intended

* Evidence given before the House of Commons Select Committee on Land Values (published April, 1920).

† Even in 1913 shortage of houses in London was restricting the natural movement of the people (Ministry of Health Report, December, 1920).

‡ The saving of population for the seven years, 1914 to 1920 inclusive, due to non-emigration was 1,783,118 (estimate by Overseas Settlement Department, August, 1921). The annual saving during the five years 1915 to 1919 (inclusive) must have been greater than during 1914 and 1920.

§ If the excess rent is estimated at only £10 per house per annum a tax of 80 per cent. for six years on 5,000,000 houses would have produced 240,000,000.

to prevent the exaction of scarcity rents was allowed to prevent the requirement by owners of economic rents. But there was no effective restriction on tenants who sublet: the Act in practice protected the tenant against the owner, but not the sub-tenant against the tenant. Disgraceful profiteering became rife: outrageous sums were asked and obtained, legally for furnished lodgings and houses, illegally for unfurnished rooms. The increase in the value of the houseowner's property was diverted from his pocket to his tenant's. As the Act allowed an owner who required his house for his own occupation to eject his tenant, it encouraged purchasing with a view to occupation. Occupying ownership is in itself desirable: in this one respect the operation of the Act was beneficial, so the Government took steps to alter it and by the Act of 1918 the right to eject a tenant in order that the owner might himself occupy was restricted to persons who were owners before 30th September, 1917.

A year later the Government decided once more to do the wrong thing, and there came another Act whereby larger houses rented and rated up to £70 in London and £52 in the country were included; since houses larger than those protected by the first Act are not necessary for the accommodation of ordinary sized families, the new Act introduced a new principle because it restricted the price not of a necessity but of a luxury. And it further aggravated the house famine by preventing conversion into tenements for two families which, but for the Act, would have been the fate of many of these larger houses. After the lapse of another year came the 1920 Act, which extended the operation of the earlier Acts till Midsummer, 1923, permitted substantial increases in rents and mortgage interest, and protected tenants of still larger houses, viz., those rated up to £105 in London and £78 in the country. It also protected tenants of business premises rated up to the same figures, but where the premises were used solely for business purposes the protection was to last only till Midsummer, 1921. It further encouraged waste of existing accommodation and discouraged the conversion of the larger houses into two or more separate flats or tenements.

(To be continued).

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 19th and 20th October, 1921:—

Abrahams, Eric Arthur	Jackson, Maurice William
Addis, Jasper Jocelyn John	Jellyman, James Howard
Ansell, Sydney George	Jessup, Thomas Mollington
Bowes, Eric	Kent, Harry Joseph
Cockshutt, Philip Bond	Kerman, Isidore
Cope, Edward John	Lord, John Robert
Crump, Raymond Dudley	McKay, Douglas Logie
Currall, Ivo Leigh	Mitchener, Alfred Charles
Davy, Colin Hall	Pack, Charles James
Dodds, James Philip	Silkin, Joseph
Dykes, John Edward Hey	Streat, Kenneth Elwood
Evans, David Howell	Taylor, Dennis Bentley
Fisher, Charles Anthony	Thompson, Charles Cuthbert
Forsyth, Walter Boyd-Clark	Tucker, Leslie Freeman
Fowler, Harry Arthur	Tuckett, Coldstream
Fox, Abraham Barnett	Vaizey, Julian Colet de Horne
Geldart, Richard Warbrick	Wade, Charles Philip Gregory
Gerrey, Frederick James	Walters, Jack Dalrymple
Goldstone, George Maurice	Winter, Ernest James
Goodwin, Wilfred	Woods, John Chaloner
Hastie, Ulrica Anne	Wootton, Thomas David
Holmes, Clement Francis Cozens	Worthington, Frederick Drummond
Hutchings, Reginald John	

No. of Candidates - - - 76. Passed - - - 45.

By Order of the Council,
E. R. Cook,
Secretary.

Law Society's Hall,
Chancery Lane, London, W.C.2,
4th November, 1921.

Legal News.

Death.

CHATWIN.—On 5th November, 1921, at South Lodge, Russell-terrace, Leamington, Francis Augustus Chatwin, late of Church-street, Birmingham, Solicitor (sometime President of the Birmingham Law Society) aged 66 years.

Business Notice.

Mr. Clement George Lawrence, of Dock House, Billiter Street, E.C., has been admitted a partner in the firm of Messrs. Francis Miller & Steele, as from the 1st instant. Mr. Lawrence is a nephew of the senior member of the firm. The style of the firm will remain unchanged.

Appointments.

Mr. Walter George Salis Schwabe, K.C., has been appointed to be Chief Justice of the High Court of Judicature at Madras, in the place of Sir John Edward Power Wallis, Kt., who has retired.

Dissolution.

[George Edward Lowe and Thomas Edward Auden, Solicitors, 18, High-street, Burton-upon-Trent (Lowe & Auden), 31st day of October.

General.

Mr. Thomas Frederick Adshead, of Arundel-street, Strand, W.C., and The Orchard, Ewell, Surrey, solicitor, left estate of gross value £41,530.

Dr. Frederick Edward Hilleary, M.A., LL.B., of Fern Bank, 167, Romford-road, Stratford, Essex, and of Fenchurch-buildings, E.C., solicitor, left estate of gross value £57,362.

"The Leipzig Trials: an Account of the War Criminals' Trials, and a Study of German Mentality," with an introduction by Sir Ernest Pollock, K.C., M.P., will be published immediately by Messrs. H. F. & G. Witherby. The Author is Mr. Claud Mullins (of Gray's-Inn), Barrister-at-Law.

As Lord Sandhurst, who died on the 2nd inst., left no children the viscounty, created in 1917, becomes extinct, and he is succeeded in the barony by his brother, The Hon. John William Mansfield, barrister, who holds the appointment of Chancery Visitor of Lunatics. The new peer married, in 1888, Edith Mary, daughter of the late John Higson, and has a son, Captain R. S. Mansfield, O.B.E.

On 29th October the Master of the Rolls in Ireland granted conditional orders of *habeas corpus* returnable on 15th November against General Sir Nevil Macready and General Strickland in the cases of Patrick Clifford and Michael O'Sullivan, who were convicted by a military court on 3rd May last, on a charge of being improperly in possession of arms and sentenced to death.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday Nov. 14	Mr. Garrett	Mr. More	Mr. Garrett	Mr. Synge
Tuesday 15	Synge	Jolly	Synge	Garrett
Wednesday .. 16	Hicks-Beach	Garrett	Garrett	Synge
Thursday..... 17	Bloxam	Synge	Synge	Garrett
Friday 18	More	Hicks-Beach	Garrett	Synge
Saturday 19	Jolly	Bloxam	Synge	Garrett

Date	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday Nov. 14	Mr. Bloxam	Mr. Hicks-Beach	Mr. Jolly	Mr. More
Tuesday 15	Hicks-Beach	Bloxam	More	Jolly
Wednesday .. 16	Bloxam	Hicks-Beach	Jolly	More
Thursday 17	Hicks-Beach	Bloxam	More	Jolly
Friday 18	Bloxam	Hicks-Beach	Jolly	More
Saturday 19	Hicks-Beach	Bloxam	More	Jolly

Winding-up Notices

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, Nov. 4.

COLLECTIVE INDUSTRIES LTD. Dec. 31. A. O. Hedley, 11, Park-terr., Sunderland.

JOHN BATTEN (CLAYTON) LTD. Nov. 30. J. A. Porter, 10, Corporation-st., Manchester.

G. & V.R. LTD. Nov. 14. C. G. Greenfield, under cover "The Liquidator, G. & V.R. Ltd., Maidenhead."

JAMIESON & TODD LTD. Nov. 23. W. A. Todd, 17, Elmfield-gdns., Gosforth.

HEWITT & VINCENT LTD. Dec. 16. C. H. Seaton, 19, Hanover-sq., W.1.

GORDON LAUNDRIES (SURREY) LTD. Nov. 24. W. Nicholson, 12, Wood-st., Cheapside.

LONGLANDS CATTLE AND TOBACCO FARMS SYNDICATE LTD. Dec. 15. Sir J. Craggs, 3, London Wall-bldgs.

A. R. BULLIVANT & SONS LTD. Nov. 30. John Collier, 4, Chapel-walks, Manchester.

London Gazette.—TUESDAY, Nov. 8.

ALEXANDRETTA DEVELOPMENT CO. LTD. Dec. 15. R. H. Littlehales, 82, George-st., Manchester.

NEW KALI SELOGIRI (JAVA) PLANTATIONS LTD. Dec. 17. William Strachan, 50, Gresham-st.

T. L. WILKINSON & SONS LTD. Nov. 30. Walter Conway, Old Bank-bldgs., Chester.

GALKANDEWATTE TEA CO. LTD. Dec. 17. William Strachan, 50, Gresham-st.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 4.

Parson & Co. (Staines) Ltd.
Collective Industries Ltd.
Mason & Sons Ltd.
A. R. Bullivant & Sons Ltd.
Percy Worger Ltd.
John Batten (Clayton) Ltd.
Wooler Motor Cycle Co. (1919) Ltd.
George Enderby & Co. Ltd.
Sonora Mexican Silver Mines Ltd.
Bramley Picture Palace Ltd.
The Moorgate Street & Broad Street Buildings Ltd.
Davies and Sadler Ltd.
Fields Poultry Appliances Ltd.
Morcarvar Ltd.
The Metropolitan Development Co. Ltd.
The Chew Magna Gas & Coal Co. Ltd.
Auriphones Ltd.
Feuerheerd Brothers & Co. Ltd.
The Grosvenor Gallery Ltd.
Bilston Iron Sheet & Galvanizing Co. Ltd.
Evens & Sons Ltd.
Hawkshead and District Threshing Machine Co. Ltd.
The Patas Gold Mining Co. Ltd.
G. & V.R. Ltd.
Chesham Brush Manufacturers Ltd.

London Gazette.—TUESDAY, Nov. 8.

H. Chappel & Co. Ltd.
The Alexandretta Development Co. Ltd.
Union Mining Syndicate Ltd.
Sam Isaacs (Aberdeen) Ltd.
McNaughton's Stranton Laundry Ltd.
Gower & District Motor Service Ltd.
Grahame Motors Ltd.
The Dewsbury Dyeing and Carbonizing Co. Ltd.
Macnaughtan & Co. Ltd.
The Selctar Rubber Estates Ltd.
Northfleet Coal & Ballast Co. Ltd.
Hewitt & Vincent Ltd.
The Upperton Garage Ltd.
Warren Row Whiting Works Ltd.
The Farringdon Propeller and Engineering Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, Nov. 4.

ADIN, CHARLES E., Chinley, Derby. Stockport. Pet. Oct. 31. Ord. Oct. 31.

BASSETT, FRANK, Salford. Salford. Pet. Oct. 13. Ord. Oct. 31.

BARMAN, LESLIE, Stockwell-rd. High Court. Pet. Oct. 5. Ord. Nov. 1.

BRITNELL, E. B., Chester. Chester. Pet. Oct. 29. Ord. Nov. 2.

BROWN, ALBERT, Wakefield. Wakefield. Pet. Nov. 1. Ord. Nov. 1.

BUTTON, EDGAR J., and WOLFE, AUGUSTINE L., Bridlington. Scarborough. Pet. Nov. 1. Ord. Nov. 1.

CHAMBERS, ALFRED, Stoke Newington. High Court. Pet. Sept. 30. Ord. Nov. 1.

COLE, L. L., Camberwell. High Court. Pet. Oct. 13. Ord. Oct. 31.

DUNCAN, ERNEST ST. CLAIR, Shoe-lane. High Court. Pet. Oct. 17. Ord. Nov. 1.

FISK, MARGUERITE E. E., Walbrook. High Court. Pet. Aug. 25. Ord. Nov. 1.

FOSTER, HEREWARD, Shirley. Southampton. Pet. Nov. 1. Ord. Nov. 1.

FOX, ARTHUR, Nottingham. Nottingham. Pet. Oct. 31. Ord. Oct. 31.

GOOD, GORDON, Liverpool. Liverpool. Pet. Oct. 31. Ord. Oct. 31.

HATCH, JAMES, West Cromwell-rd. High Court. Pet. Sept. 22. Ord. Nov. 2.

HOMER, WILLIAM T. J., Thornaby-on-Tees. Middlesbrough. Pet. Nov. 2. Ord. Nov. 2.

HUTCHINGS, WILLIAM, Exeter. Exeter. Pet. Oct. 29. Ord. Oct. 29.

JARVIS, WILLIAM E. C., Darlaston. Walsall. Pet. Nov. 2. Ord. Nov. 2.

JEFFERIES, CHARLES E., Lichfield. Walsall. Pet. Oct. 29. Ord. Oct. 29.

KING, BERTIE W., Lowestoft. Great Yarmouth. Pet. Oct. 31. Ord. Oct. 31.

KING, WALTER O., Chester. Chester. Pet. Oct. 31. Ord. Oct. 31.

LANYON, THOMAS S., Pimlico. High Court. Pet. Oct. 4. Ord. Nov. 2.

LEVY, DAVIS, Mile End-rd. High Court. Pet. Sept. 23. Ord. Nov. 2.

MARTIN, SOLLY, Aldersgate. High Court. Pet. Nov. 1. Ord. Nov. 1.

MILLAR, JAMES G., Holbeach. King's Lynn. Pet. Oct. 7. Ord. Nov. 1.

ROBERTS, MEREDITH, Dolgelly. Aberystwyth. Pet. Oct. 28. Ord. Oct. 28.

ROBINSON, FREDERICK W., Cullercoats. Newcastle-upon-Tyne. Pet. Oct. 29. Ord. Oct. 29.

SHERMAN, FREDERICK H., Blackburn. Burnley. Pet. Oct. 29. Ord. Oct. 29.

SLEEMAN, ARTHUR, Davidstow. Truro. Pet. Oct. 29. Ord. Oct. 31.

SMYTH, LEWIS H., Richmond. Wandsworth. Pet. Nov. 2. Ord. Nov. 2.

STABLES, SAM, Keighley. Bradford. Pet. Nov. 2. Ord. Nov. 2.

TAMBLING, HENRY J., Treforest. Pontypridd. Pet. Oct. 15. Ord. Nov. 1.

TEMPEST, ERNEST C. W. VANE, Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Nov. 1. Ord. Nov. 1.

WALPOLE, HENRY, Willingale Spain, Essex. Chelmsford. Pet. Oct. 31. Ord. Oct. 31.

WEALE, EZRA, Llanfaredd. Newtown. Pet. Nov. 2. Ord. Nov. 2.

WILLIAMS, GEORGE H., Gobowen, Salop. Wrexham. Pet. Oct. 28. Ord. Oct. 28.

WILLIAMS, THOMAS, Sheffied. Sheffield. Pet. Oct. 29. Ord. Oct. 29.

WISE, HERBERT, Lincoln. Lincoln. Pet. No. 2. Ord. Nov. 2.

Amended Notice substituted for that published in the *London Gazette* of October 21, 1921.

HANSEN, HJALMAR, Elmswell. Bury St. Edmunds. Pet. Oct. 18. Ord. Oct. 18.

Amended Notice substituted for that published in the *London Gazette* of October 28, 1921.

RENNISON, RICHARD M., Seaton Delaval. Newcastle-upon-Tyne. Pet. Oct. 1. Ord. Oct. 25.

London Gazette.—TUESDAY, Nov. 8.

AULT, THOMAS S., Sutton Coldfield. Birmingham. Pet. Nov. 3. Ord. Nov. 3.

BARTLETT, STANLEY G., Glastonbury. Wells. Pet. Nov. 5. Ord. Nov. 5.

BORRETT, FRED, Stowupland, Suffolk. Bury St. Edmunds. Pet. Nov. 3. Ord. Nov. 3.

CHARLISH, GEORGE V., Windsor. Windsor. Pet. Nov. 5. Ord. Nov. 5.

COHEN, DAVID, Liscard. Birkenhead. Pet. Nov. 3. Ord. Nov. 3.

CRISP, WILLIAM R., Quy, Cambs. Cambridge. Pet. Nov. 2. Ord. Nov. 2.

DANIELS, BENJAMIN, Manchester. Manchester. Pet. Nov. 3. Ord. Nov. 3.

DORRS, THOMAS C., Workington. Cockermouth. Pet. Nov. 3. Ord. Nov. 3.

ELWIS, JONATHAN R., Gainsborough. Lincoln. Pet. Nov. 4. Ord. Nov. 4.

FOLKARD, FREDERICK, Rotherham. Sheffield. Pet. Nov. 3. Ord. Nov. 3.

FOSTER, HELEN, Southend. Chelmsford. Pet. Nov. 3. Ord. Nov. 3.

GARRARD, STANLEY M., Old Broad-st. High Court. Pet. Nov. 3. Ord. Nov. 3.

HIGGINS, HENRY, and HIGGINS, FREDERICK, Treorchy. Pontypridd. Pet. Nov. 4. Ord. Nov. 4.

HIGGS, ARTHUR, Crofton, near Wakefield. Wakefield. Pet. Nov. 4. Ord. Nov. 4.

HIGHLEY, ALBERT E., Clearwell, Glos. Newport (Mon.). Pet. Nov. 4. Ord. Nov. 4.

HUGHES, DAVID W., Llanon, Cardigan. Aberystwyth. Pet. Oct. 31. Ord. Oct. 31.

JEFFERS, JOHN M., Stockton-on-Tees. Stockton-on-Tees. Pet. Nov. 3. Ord. Nov. 3.

JERRARD, HENRY J., Salisbury. Salisbury. Pet. Nov. 3. Ord. Nov. 3.

JONES, DAVID J., Ruyton-Eleven-Towns. Wrexham. Pet. Oct. 31. Ord. Oct 31.

JONES, GEORGE L., Brixton. High Court. Pet. Nov. 5. Ord. Nov. 5.

KICK, SOLOMON, Pontypridd. Pontypridd. Pet. Nov. 4. Ord. Nov. 4.

LAMBERT, ARNOLD J., Hanslope, Bucks. Northampton. Pet. Nov. 4. Ord. Nov. 4.

LAURILLARD, ANTOINE, Leadenhall-st. High Court. Pet. July 5. Ord. Nov. 2.

LEWIS, JAMES H., Castleford. Wakefield. Pet. Nov. 3 Ord. Nov. 3.

LINGWOOD, JOSEPH J., Windsor. Windsor. Pet. Oct. 31. Ord. Nov. 4.

MORRIS, SIDNEY V., Blaengarw, Glam. Cardiff. Pet. Nov. 2. Ord. Nov. 2.

NEWMAN, CHARLES, Darlington. Stockton-on-Tees. Pet. Nov. 3. Ord. Nov. 3.

PACKER, CHARLES P., Swansea. Swansea. Pet. Nov. 3. Ord. Nov. 3.

POPPMACHER, MAX, Mincing-lane. High Court. Pet. Oct. 31. Ord. Nov. 3.

PRESCOTT, JAMES, Accrington. Blackburn. Pet. Nov. 4. Ord. Nov. 4.

PYE, ANNIE, Walsall. Walsall. Pet. Nov. 2. Ord. Nov. 2.

REIDY, DANIEL, Highgate. High Court. Pet. Sept. 21. Ord. Nov. 3.

RICH, ADA LILIAN, Chippenham. Bath. Pet. Sept. 1. Ord. Nov. 3.

SAUNDERS, WALTER, Amesbury, Wilts. Salisbury. Pet. Oct. 7. Ord. Nov. 4.

SEIDENGART, ABRAHAM, Charles-st., Hatton-garden. High Court. Pet. Oct. 1. Ord. Nov. 3.

SLAUGHTER, MIHILL L., Victoria-st. High Court. Pet. Sept. 22. Ord. Nov. 3.

SMALLEY, PERCY F., Hammersmith. High Court. Pet. July 9. Ord. Nov. 3.

SUTTON, ALFRED H., Kingston-upon-Hull. Kingston-upon-Hull. Pet. Nov. 4. Ord. Nov. 4.

VIRGO, ERNEST W., Cork, Ireland. Brighton. Pet. July 15. Ord. Oct. 31.

WEBSTER, WILFRED, South Bank, York. Middlesbrough. Pet. Nov. 3. Ord. Nov. 3.

WILKINSON, DAVID, Bedford-chambers, Covent Garden. High Court. Pet. Oct. 3. Ord. Nov. 3.

WRIGHT, ERNEST H., Exeter. Cheltenham. Pet. Oct. 31. Ord. Nov. 4.

YOUNG, THOMAS F., Darlington. Stockton-on-Tees. Pet. Nov. 4. Ord. Nov. 4.

Amended Notice substituted for that appearing in the London Gazette, Nov. 1, 1921:—

RABY, HENRY J., Soham, Cambs. Cambridge. Pet. Oct. 28. Ord. Oct. 28.